

**FCC FINANCIAL MANAGEMENT SYSTEMS SUPPORT
STATEMENT OF WORK**

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1.0 INTRODUCTION

The FCC plans to implement a new financial management system, following emerging Federal guidelines associated with the Financial Management Line of Business (FMLoB) initiative, using Commercial Off-the-Shelf (COTS) software packages hosted at an approved Shared Service Center. During FY 2007, the FCC plans to solicit bids to migrate the agency from the Federal Financial System (FFS) hosted by the Department of Interior's (DOI) National Business Center to a new core financial system and to host the proposed consolidated core financial management system at one of the approved Shared Service Centers. In FY 2008 the FCC will begin its migration to the replacement system and will begin to consolidate key financial management functions (such as general ledger, accounts payable, accounts receivable, budget formulation and execution) into the new core financial system. The agency plans to complete the migration of its core accounting system by October 2009 (one year in advance of DOI published deadline for discontinuing support for FFS.)

The Associate Managing Director – Financial Operations (AMD-FO) needs Contractor support for comprehensive project planning, coordination, and management of this effort. The Contractor shall be required to analyze and document financial management business processes, as well as financial management systems and electronic interfaces. The Contractor must have expert knowledge about project management as well as the hardware and software used to facilitate control, monitoring and reporting of an agency's fiscal resources, including "mixed financial systems" also used for non-financial management purposes.

2.0 OBJECTIVE

The objective of this procurement action is to obtain financial management systems expertise for initiation, planning, development, integration and eventual migration to a new core accounting system. The Contractor shall have experience with Federal core financial management system requirements and best practices, relevant Commercial-Off-The-Shelf (COTS) products and enterprise resource planning (ERP) tools, consolidated financial systems design, development, information technology (IT) interfaces, integration and hosting activities. The Contractor shall provide technical expertise in all areas of core financial system project management, system lifecycle development, system requirements, design, migration planning, installation and implementation as well business process reengineering. The Contractor shall be considered a member of the Core Financial Systems Replacement Project Team.

3.0 SCOPE OF WORK

The Contractor shall provide qualified Project Management Specialists, Systems Analysts and/or Systems Accounts by degree or training, with expertise in federal rules, regulations, and legislation governing financial management and systems accounting as well as knowledge and experience in the design and implementation of financial accounting systems. The proposed personnel shall have financial systems background and financial systems implementation experience. The proposed personnel must be thoroughly familiar with Office of Management and Budget (OMB) guidance and directives on financial management, project management, earned value management systems and other relevant topics. Proposed personnel must have experience compiling system development life cycle (SDLC) documentation, evaluating financial

management and accounting requirements and data information/technology initiatives, coordinating data conversions, evaluating business processes for automation purposes, responding to Federal Information Security Management Act (FISMA) related security assessments, and reviewing user documentation and training materials for financial systems.

4.0 TASKS

The Contractor shall provide review and analyses support of the FCC's project management objectives and approach for initiation, development, and integration of a new core accounting system. The Contractor shall complete each of the tasks identified below and provide deliverable items to the COTR.

Task 1 – Project Initiation

The Contractor shall assist the FCC initiate the migration to a new core financial system. This support shall include, but not be limited to, the Contractor developing and maintaining the FCC's preliminary project management plans and milestones for migration to a new consolidated financial management and accounting system. The Contractor shall consider relevant Federal migration planning guidance provided by the General Services Administration (GSA) Financial Systems Integration Office regarding the Financial Management Line of Business (FMLoB) initiative (www.fsio.gov/fsio/fsiodata/fsio_fmlob.shtml).

The Contractor shall develop, with input from the FCC's designated project team, project related products including, but not limited to:

1. Project goals, governance structure, and overall approach.
 2. Project Management Plan and materials dealing with key activities, deliverables, dependencies, timelines, constraints, and assumptions.
 3. Project Resource Plan and supporting materials identifying funding, personnel, and other resources needed.
 4. Project Risk Mitigation Plan.
 5. Project Change Management and Communications Plan.
 6. FCC's System Development Lifecycle (SDLC) deliverables.
 7. Acquisition Plan and solicitation materials.
 8. Migration/Transition Plan and materials that address pre-implementation coordination, user documentation, training, implementation planning, etc.
 9. Project Independent Verification and Validation (IV&V) Audit Plan.
- b) Deliverables: These deliverables shall be provided to the COTR no later than thirty (30) work days after award of the contract for review by the FCC. All FCC comments shall be incorporated into the final report no later than forty five (45) work days after award of the contract.

Task 2 – Business Process Modeling

The Contractor shall examine existing FCC financial management processes and develop an “As Is” document. This document shall identify each of the processes used by the FCC to accomplish its financial management operations and identify inefficiencies in the current processes as well as identify effective processes. The document should also propose solutions to the inefficient processes that best fit with COTS. The Contractor shall provide a draft report to be reviewed by the Core Financial System Team no later than seventy-five (75) work days after award of the contract. The Contractor shall incorporate the Team’s comments into the final “As is” document no later than ninety (90) work days after award of the contract.

Task 3 – Review and Analysis

The Contractor shall conduct a complete and thorough review and analysis of the FCC's project management plan and milestones, objectives, and technical and management considerations for initiating and conducting the integration of the new core accounting system. This review and analysis shall include, but not be limited to, steps 2.2 through 9.7 as identified in FMLoB guidelines and the project management objectives and approach for:

- a) System Architecture Concept. Does the proposed system architecture concept meets the project’s objectives, use COTS, is interoperable with FCC systems, is compliant with industry standards, is compliant with the Enterprise Architecture, is scaleable, and provides the interfaces needed to exchange data with internal and external entities.
- b) System Sufficiency. Identify the degree to which all project objectives, considerations, and constraints are met or addressed for the functional areas assessment and, where necessary, identify weaknesses and propose solutions.
- c) Scalability. Will the design be scalable to support increases in users, data increases, and mandated changes when identified.
- d) Databases. Identify the locations and purposes of proposed databases and the methods to synchronize and interface databases.
- e) Security and Privacy Compliance. Does the proposed solution meet all Government Information Security Reform Act (GISRA) and/or FCC security and privacy requirements.
- f) Federal Financial Management Improvement Act (FFMIA) Compliance. Does the proposed solution comply with all FFMIA, Federal Accounting Standards Advisory Board (FASAB), and OMB Form and Content requirements.
- g) Software Process and Gap Analysis. Has the proposed solution been fully compared to what exists and is needed; how gaps will be identified; and how will the proposed solution resolve the gaps.
- h) Business Processes. Evaluate the FCC’s business processes for automation purposes and, where necessary, identify weaknesses and propose solutions.
- i) Back up and Recovery. Has the proposed solution fully addressed back up and recovery to ensure continuity of operations.
- j) Documentation. Review existing financial accounting systems documentation and, where

necessary, identify weaknesses and propose solutions.

- k) Procedures. Review existing procedures, reports and proposals related to financial accounting systems and, where necessary, identify weaknesses and propose solutions.
- l) SDLC Documentation. Review existing SDLC documentation and, where necessary, identify weaknesses and propose solutions.
- m) GISRA Assessments. Evaluate the FCC's GISRA self assessments and, where necessary, identify weaknesses and propose solutions.
- n) User Documentation and Training Material. Review the FCC's User documentation and training materials requirements for the core financial system and, where necessary, identify weaknesses and propose solutions.
- o) Data Conversion Procedures. Review data conversions procedures and, where necessary, identify weaknesses and propose solutions.
- p) Data Warehouse Requirements. Review the data warehouse requirements and, where necessary, identify weaknesses and propose solutions.
- q) Implementation Activities. Review the implementation team activities and, where necessary, identify weaknesses and propose solutions.
- r) System Testing. Review the FCC's system testing plan activities and, where necessary, identify weaknesses and propose solutions.
- s) Hosting. Review the FCC's hosting requirements and, where necessary, identify weaknesses and propose solutions.

Task 4 - Monthly Status Report

The Contractor shall submit a monthly status report for work done from the first day through the last calendar day of the previous month. The status report shall describe the progress achieved during the past month, plans for the forthcoming month, any problems incurred and resolution, any anticipated or required FCC action, and a detailed breakdown of the total hours performed on the task. The report shall include an explanation of cost, performance and schedule for the preceding month. These reports shall provide the COTR sufficient information in order to validate and certify the Contractor's performance for that time period.

The Contractor shall provide the monthly status report to the COTR no later than the 5th day of the following month for review by the FCC.

Task 5 - Weekly Status Meetings

The Contractor shall schedule regular weekly status meetings with the COTR, the Core Financial System Implementation Team, and other FCC staff as required. The schedule for weekly status meeting shall be established at the project kick-off meeting. The purpose of the meeting is to maintain an exchange of technical information, discuss and report on tasks accomplished during the preceding week and tasks scheduled to be accomplished in the upcoming week, address any

outstanding issues that impact the progress, timeline or costs of the project, and identify any problems encountered which require FCC action. The Contractor shall prepare an agenda for each meeting and, within 1 working day after each meeting, provide meeting minutes and action items to all participants at these meetings. The agenda and minutes of these weekly meetings shall be provided to the COTR and the Core Financial System Implementation Team in an electronic and printed format.

The Contractor shall make all necessary arrangements to schedule meeting facilities and audio-visual equipment (if required), notify meeting participants, and prepare the meeting agenda for the weekly meetings.

5.0 DELIVERABLES

The Contractor shall complete the tasks identified above and provide deliverable items to the COTR. The COTR shall coordinate the review of each deliverable with the Core Financial System Implementation Team, and other FCC staff as required. The COTR will provide comments to the Contractor within ten (10) working days of the submission of each item. In the case of document deliverables the Contractor shall incorporate FCC comments and return a revised final deliverable document to the COTR within five (5) working days of receipt. All deliverables shall become the property of the FCC. Each document deliverable shall be submitted in three (3) hard copies and in an acceptable electronic format, using Microsoft Excel, Microsoft Word, Microsoft Project, or any other format that is mutually agreed upon by the COTR and the Contractor. The time frames and format requirements apply to all written reports and documents to be delivered to the FCC. Appropriate charts or graphics shall support all written deliverables, including monthly project status reports, weekly meetings, or presentations.

5. PRICING SCHEDULE - COMPENSATION

The price of this effort is subject to the terms and conditions of the referenced contract. The fully burdened labor rates shown below shall be effective for the total duration of the period of performance of this task order:

<u>Labor Category</u>	<u># of Hours</u>	<u>Rate/Hour</u>	<u>Total Amount</u>
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Total Fixed Price:

Note: Travel is not anticipated for this

6. AVAILABILITY OF FUNDS

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. It is anticipated that this order will be incrementally funded.

7. PERIOD OF PERFORMANCE

The Period of Performance is:

Base Period: September 30, 2006 to September 29, 2007

If exercised:

Option Period 1: September 30, 2008 to September 29, 2009

Option Period 2: September 30, 2009 to September 29, 2010

8. PLACE OF PERFORMANCE--SERVICES

The services specified by this contract shall be performed at the following location(s):

FEDERAL COMMUNICATIONS COMMISSION (Primary Services)
445 12th Street, S.W.
Washington, DC 20554

And

Contractor Facilities (As Required)

To be Proposed (TBP)

9. KEY PERSONNEL

A. The Contractor shall identify "key personnel" to be assigned to perform the required work. The key personnel are considered to be essential to the work being performed for Commission.

The following personnel are designated as Key Personnel for purposes of this task order:

<u>Labor Category</u>	<u>Name</u>	<u>Hours</u>
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To be Proposed (TBP)

B. The Contractor agrees that the above key personnel shall not be removed from the contract effort, replaced or added to the contract without a compelling reason and without compliance with paragraphs (C) and (D) hereof. The Government will not approve substitutions for the sole convenience of the contractor.

C. If any change to the key personnel position becomes necessary (substitutions or additions), the Contractor shall immediately notify the Contracting Officer in writing, accompanied by the resume of the proposed replacement personnel who shall be of at least substantially equal ability and qualifications as the individuals currently approved for that category.

D. No substitution or replacement of the key personnel shall be approved **within the first ninety (90) days** after contract award.

E. All requests for approval of changes hereunder must be in writing, via email, and provide a detailed explanation of circumstances necessitating the proposed change. Request for changes should be made whenever the need is identified. Beside the resume, the request must also provide:

- 1) a comparison and qualifications to those set forth in the accepted resume proposed for substitution;
- 2) a signed employee non-disclosure agreement;
- 3) number of hours the Contractor will provide at his/her own expense to train the proposed replacement; and,
- 4) any other information requested by the Contracting Officer to reach a decision.

The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing.

10. DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

A. The Contracting Officer's Technical Representative (COTR) is as follows:

COTR: To Be Determined (TBD)

B. The COTR is responsible for the technical direction of the contract work. In no event, however, will any understanding, agreements, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual document executed by the Contracting Officer prior to completion of the contract.

C. The Contracting Officer shall be informed as soon as possible of any actions or inactions by the contractor or the Government which may affect the price, required delivery or completion times stated in the contract, so that the contract may be modified if necessary. Whenever, in the opinion of the contractor, the COTR requests efforts outside the scope of the contract, the contractor shall advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in non-payment.

D. A copy of the COTR delegation letter shall be provided as an attachment after award.

11. CONTRACT ADMINISTRATION

The Contracting Officer is the only person authorized to approve changes. This authority remains solely with the Contracting Officer. In the event the Contractor effects any changes at the

direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and NO adjustment will be made in the contract price to cover any INCREASE incurred as a result thereof.

A. The Contractor point of contact is:

To Be Proposed (TBP)

Phone:

Fax:

B. The Government points of contact are as follows:

1. Procuring Contracting Officer: Wilma S. Mooney

Address: FCC/OMD/AO/CPC
445 12th Street, SW
Room No. 1A524
Washington, DC 20254

Phone: (202) 418-1865

Fax: (202) 418-0237

2. Contract Administrator/Contract Specialist: Anthony S. Wimbush

Address: FCC/OMD/AO/CPC
445 12th Street, SW
Room No. 1A511
Washington, DC 20254

Phone: (202) 418-0932

Fax: (202) 418-0237

3. Contracting Officer's Technical Representative (COTR): To Be Determined

Address:

Phone:

Fax:

12. GOVERNMENT AND CONTRACTOR RELATIONSHIPS

The Commission and the Contractor understand and agree that the services to be provided under this contract by the Contractor to the FCC are non-personal services. The parties recognize that no employee relationship exists or will exist under this contract. The Contractor contracts with the FCC to furnish the specified services fully described herein and is accountable to the FCC only for furnishing such services, materials, or work ordered.

13. ACCEPTANCE —SINGLE LOCATION

The Contracting Officer or authorized representative will accomplish acceptance at the Federal Communications Commission, 445 12th Street S.W, Washington, DC 20554. For the purpose of this clause, the Contracting Officer's Technical Representative named in this task order is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different FCC agent as the authorized representative. The Vendor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

Acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Vendor under the Prompt Payment Act--on the 30th day after the Vendor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

14. CONFIDENTIALITY AND CONFLICT OF INTEREST

The following Confidentiality and Conflict of Interest clauses shall be incorporated into each task order awarded under this procurement and any task orders issued under such BPA(s):

A. CONFIDENTIALITY

1. The Vendor and any personnel assigned to work on any task order issued under this BPA, including any employees, subcontractors, subcontractor employees, consultants, agents, or other representatives of the Vendor (collectively "the contract personnel") are restricted as to their use or disclosure of non-public information obtained during the ordering period of this task order or the period of performance of any task order(s) issued under this task order (collectively, the "BPA/order term"). Non-public information means any information that is not routinely available for public inspection. Section 0.457 of the FCC's rules (47 C.F.R. § 0.457) lists different types of non-public information maintained at the FCC including, but not limited to, information that is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, or any other relevant claims of privilege and exempt from disclosure under the Freedom of Information Act. It is the responsibility of the Vendor and contract personnel to preserve all non-public information in confidence.
2. The Vendor and contract personnel may not discuss or disclose non-public information, either within or outside of the Vendor's organization, except (a) FCC employees authorized by the Contracting Officer to receive such information; (b) for approved contract personnel who have executed a Non-Disclosure Agreement (Attachment 1 to the RFQ) as necessary for performance of work under the BPA; or (c) as directed in writing by the Contracting Officer. The Vendor is responsible for ensuring that all contract personnel execute the attached Non-Disclosure Agreement and providing executed Non-Disclosure Agreements to the Contracting Officer before contract personnel commence any work under this BPA. These procedures apply to any contract personnel assigned to perform work under this task order following award.

3. Requests for the use of any non-public information obtained during, or resulting from, the performance of the task order must be addressed in writing to, and approved in writing by, the Contracting Officer. In the event the Vendor is issued a subpoena, court order, or similar request seeking information related to this contract, the Vendor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.
4. The prohibition on disclosure of information described above is an ongoing obligation of the Vendor and contract personnel and does not terminate with completion of work under this task order or, with respect to contract personnel, upon conclusion of an individual's employee/consultant/representative relationship with the Vendor or its subcontractor(s).

B. CONFLICT OF INTEREST

1. The Vendor is expected to provide high quality service to the Commission that is free from bias, and personal and organizational conflicts of interest (*see e.g.*, FAR Part 9.5), including the appearance of impropriety or unprofessional conduct. At all times, the Vendor must exercise organizational independence to ensure its ability to objectively and critically assess the FCC's programs and activities.
 - a. Neither the Vendor nor any contract personnel may perform services under this task order that directly relate to matters on which it has worked in the past (other than for the FCC) without explicit authorization in writing from the Contracting Officer. For example, the Vendor may not perform audit work under a task order if it, or any contract personnel, had any role or involvement in the preparation, analysis, or review of the work that is being audited. Any such past role or involvement is deemed to create, at a minimum, a potential conflict of interest and must be reported in writing immediately to the Contracting Officer for review and disposition.
 - b. During and after the BPA/order term, neither the Vendor nor any contract personnel may dispute the validity of any work product generated under this task order in any matter adverse to the interests of the FCC. For example, neither the Vendor nor contract personnel may challenge audit methodologies, findings, etc. on behalf of any entity audited in connection with this task order if the Vendor or contract personnel had any role or involvement in the preparation, analysis, or review of such work for the FCC.
 - c. During the BPA/order term and for a period of six (6) months thereafter (*i.e.*, 6 months after completion of the task order ordering period or completion of all work performed under any task order task order, whichever is later), neither the Vendor nor any contract personnel may provide services to any third party (*i.e.*, any party other than the FCC or the Vendor) with respect to any matter that directly relates to the subject matter of any task issued under this BPA. Any such representation is deemed to create, at a minimum, a potential conflict of interest and must be reported in writing immediately to the Contracting Officer for review and disposition.
 - d. During the BPA/order term, and for a period of three (3) months after expiration of the BPA/order term, neither the Vendor nor any contract personnel may provide services to

any third party with respect to any matter indirectly relating to the subject matter of any task issued under this task order without first providing a detailed written explanation of the proposed services to be rendered and obtaining the written consent of the Contracting Officer in connection therewith. The Contracting Officer's consent shall not be unreasonably withheld.

- e. In connection with both the Vendor's confidentiality obligations in Paragraph A ("Confidentiality") above and the conflict of interest requirements herein, the Vendor must submit, within 7 days of task order award, a detailed plan and description of its record retention and access practices and its so-called "Chinese Wall" procedures; *e.g.*, procedures for handling and protecting confidential information; procedures for determining the existence of an actual or potential conflict of interest with respect to the Vendor or contract personnel; and controls for limiting and/or monitoring information exchange by contract personnel that would be employed in the event an actual or potential conflict of interest is identified.
2. Offerors shall submit the following information to the Contracting Officer with their responses to this RFQ:
 - a. Name, address, and telephone number of any client of the offeror or any proposed subcontractor(s) or consultant(s), and a description of the services rendered, if, in the two (2) years preceding the date of this solicitation, services were rendered to such client relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant procurement.
 - b. A description of any policy or advocacy activities by the offeror or any proposed subcontractor(s) or consultant(s) with respect to the FCC or any other Government agency that relate directly or indirectly to the financial management and performance services that are within the scope of the BPA; *e.g.*, *ex parte* presentations; comments submitted in an agency proceeding; etc.

Any failure to avoid, neutralize, or mitigate any actual or potential conflict, or the appearance of such, to the satisfaction of the Government may render an offeror ineligible for award of a task order.

3. The Vendor shall promptly report to the Contracting Officer any changes to the list provided in paragraph 2 above that may arise during the task order term. The FCC may also require the Vendor to submit a revised list in its response to a solicitation for any task under this task order.
4. The Vendor is required to take all reasonable measures to monitor the existence of actual or potential conflicts of interest, or the appearance of such, during the task order term. If the Vendor discovers an actual or potential conflict of interest, or the appearance of such, at any time during the task order term, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail so that the FCC can determine the existence and extent of the conflict) and the action which the Vendor has taken or proposes to take to avoid, neutralize, or mitigate the conflict.

5. The Contracting Officer may direct the Vendor to avoid, neutralize, or mitigate any actual or potential conflict of interest, or the appearance of such, and may specify particular measures that the Vendor is required to take. The Vendor recognizes that the failure to avoid, neutralize, or mitigate any actual or potential conflict of interest, or the appearance of such, to the satisfaction of the FCC may render it ineligible for consideration for, or award of, future task orders, and/or subject to default termination of any or all task orders awarded to the Vendor. If the Vendor fails to disclose an actual or potential conflict of interest, or the appearance of such, of which it is aware, or misrepresents relevant information regarding same to the Contracting Officer, the FCC may take any of the actions described in the preceding sentence and report the Vendor's action to the GSA Contracting Officer for the Vendor's Schedule contract.

15. INVOICES

A. Invoices shall be submitted electronically, by task order, **by the 15th of every month to the FCC Travel/ Operations Group, Room #1A761, 445 12th Street, S.W., Washington, DC 20554.** To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern, invoice number and invoice date;
- (2) Task order number, or authorization for delivery of property or performance of services;
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms;
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Other substantiating documentation or information as required by the contract; and,
- (7) Receipts to support all out-of-pocket expenses incurred by the Vendor.

B. Submission of invoices:

- (1) Invoices shall be submitted via email to: FO-Einvoices@fcc.gov. **In addition, copies of the emailed invoices shall also be sent to the CO and COTR.** The address is as follows: FCC Travel/ Operations Group, Room #1A761, 445 12th Street, S.W., Washington, DC 20554

The invoice will contain a statement signed by a responsible official of the concern substantially similar if not identical to the following:

I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.

Vendor 's Signature

The commission will return all improper invoices without action.

(2) Interest on Overdue Payment

Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

(3) Payment due date:

- (a) Unless otherwise specified in the contract, payments under this task order will be made on the 30th calendar day after the later of

The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

(ii) The date tasks are formally accepted by the Government.

- (b) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

16. SUITABILITY AND SECURITY PROCESSING

1. General

1.1 All task order personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some task order personnel may also be required to have security clearance determinations. No task order personnel may be assigned to work on the task order without a favorable initial review of the OF 306, *Declaration for Federal Employment* (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center (SOC).

1.2 Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202- 418-7884). The individual task order employee will be provided with a review process before a final adverse determination is made. The FCC requires that any task order personnel found not suitable, or

who has a waiver cancelled, or is denied a security clearance, **be removed by the Vendor during the same business day that the determination is made.**

1.3 If the task order personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the task order personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.

1.4 Task order personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the task order personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

2. At Time of Task Order Award

2.1 The FCC Security Operations Center must receive the completed, signed OF 306 for each proposed individual member of the contract personnel (i.e., "contract employee") at the time of task order award. Resumes for all personnel proposed for assignment on the task order should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). **The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.**

All task order personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no Vendor employee may begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the task order personnel may be interviewed by SOC staff regarding information on their OF 306.

2.2 In addition, the Vendor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the TASK ORDER (See Attachment No. 4, FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms.) These forms should be submitted to the FCC Computer Security Office.

2.3 The COTR shall begin processing their section of the FCC task order Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of task order award and must be submitted to the SOC within ten (10) working days.

2.4 The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) following the appropriate background investigation. The SOC notifies the CO and COTR and task order personnel who have received a favorable adjudication so they may receive their permanent access credential.

3. IDENTITY PROOFING, REGISTRATION AND CHECKOUT REQUIREMENTS

3.1 Locator and Information Services Tracking (LIST) Registration

The Security Operations Center maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and task order employee personnel, regardless of work location.

The task order employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

3.2 Intake Processing

3.2.1 Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the task order personnel shall report to the FCC for identity verification and access badge issuance on their first scheduled workday.

3.2.2 All new task order personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the Vendor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal, government. The other piece of identification should be the original of one of the following:

- U.S. Passport (unexpired or expired)
- Certificate of U.S. Citizenship (Form N-560 or N-561)
- Certificate of Naturalization (Form N-550 or N-570)
- School ID
- Voter's registration card
- U.S. Military card
- Military dependent's ID card
- U.S. Coast Guard Merchant Mariner card
- Native American Tribal document
- U.S. Social Security card
- Certification of Birth Abroad, (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate, bearing an official seal

3.2.3 After identity verification, the individual shall complete the Fingerprint Card form, FD 258, the Fair Credit Report Act form, and be photographed and issued the appropriate access badge.

3.2.4 At this time the task order employee will be given one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- (i) **Low Risk Positions** - SF 85, Questionnaire for Non-Sensitive Positions
- (ii) **Moderate Risk Positions** - SF 85-P, Questionnaire for Public Trust Positions
- (iii) **High Risk Positions/Secret or Top Secret Security Clearances** – Standard Form

(SF) 86, Questionnaire for Sensitive Positions

3.2.5 For any task order employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to Vendor or task order employee decision, within the first year, the Vendor shall reimburse the Commission for the cost of the investigation. If the task order or task order is scheduled for completion in under one year and the task order employee for whom a security investigation has been done leaves prior to the work being done, the Vendor and SOC shall agree on a pro-rated amount for reimbursement. The cost may range from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The Vendor will be provided a copy of the investigation invoice with the reimbursement request.

3.3 Monthly Vendor Personnel Reports

The monthly report verifying task order personnel working at the FCC is a crucial element in the agency's compliance with Homeland Security Presidential Directive (HSPD) 12. Accurate and timely reporting are required as part of the ongoing access control efforts as mandated by HSPD-12 and implementing directives.

3.3.1 The Vendor's Program Manager shall submit a task order personnel list to the SOC on the first working day of each month. This report shall be identified by the task order name and FCC number, and shall list all the task order employees working at the FCC in the immediately previous month.

3.3.2 The report shall highlight or list in some way those individuals who are no longer employed by the Vendor or who are no longer working on the subject contract. As well, any additional task order personnel who have been successfully processed for work on the task order since the previous report shall also be noted.

3.3.3 The report may be delivered electronically in MS Excel format. The covering email should contain a statement of certification of accuracy and should originate with the task order Program Manager or other Vendor executive personnel. The author of the email shall be considered the signatory.

3.3.4 No later than the 15th of each month, the SOC will notify the task order Program Manager, the author of the email covering the Monthly report (if different), the COTR and the Contracting Officer if the report is a) received after the first working day of the month, or b) contains errors in the listing. The notification will identify the reason for deficit in the report.

3.3.5 The first instance of either a) or b) above shall result in a Five Hundred Dollar (\$500.00) penalty against the Vendor. The assessed penalty shall increase in Five Hundred Dollar (\$500.00) increments for each subsequent Monthly report received either late or containing errors.

3.4 Checkout Processing:

3.4.1 All task order employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, task order Personnel Record.

3.4.2 This process verifies the access badge has been returned to the SOC by the task order personnel.

(a) If the checkout processing is not completed by the task order employee, the Vendor shall take action to ensure its accomplishment no later than thirty (30) calendar days after the employee's departure from the FCC.

(b) The Vendor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within thirty (30) calendar days of departure. Mellon Bank, N.A., handles collection and processing of all Commission administrative charges and should payment become necessary, the Vendor will be provided the appropriate directions for an EFT.

(c) The Vendor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs within the thirty (30) calendar days of the task order employee's departure from the FCC.

B. Drug-Free Workplace.

Within thirty (30) days of award of this task order the Vendor shall provide the COTR and CO with the documentation required under FAR 52.223-6, concerning the establishment and maintenance of a Drug-Free Workplace program. The Vendor shall further provide the COTR and CO with any materials in further support of and detailing their corporate policy in this regard.

17. ACCESSIBILITY CONSIDERATIONS

The Federal Communication Commission (FCC) considers accessibility to information a priority for all employees and external customers, including individuals with disabilities. The FCC has established Requirements for Accessible Software Design. In order to support its obligations under Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities, specifically its obligations to acquire accessible electronic and information technology. Therefore, when selecting computer hardware and software applications for use within the FCC's computing environment, the Commission will require the Contractor to evaluate the hardware and software to determine its accessibility by users with disabilities. FCC's accessibility requirements are contained in Attachment 6.

18. GENERAL

- a. Hours of Operation.** All required activity shall be accomplished during normal working hours which are 8:30 am to 5:30 pm, Monday through Friday. Contractor staff will not be permitted to work Saturdays, Sundays or legal holidays unless authorized in writing by the CO.

- (1) Federal Holidays.** The FCC will be closed, and no contractor work authorized, for the following holidays:

New Year's Day
Inauguration Day (2009)
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Christmas

When one of the above designated holidays falls on a Saturday, the preceding Friday will be observed as a legal holiday. When one of the above designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday.

- (2) Inclement Weather Days.** In the event of inclement weather the Contractor is responsible for listening to the public media to determine if the FCC has been closed as a result of the weather. The Contractor is reminded that there will be no payment for any labor or services for hours the FCC is closed due to inclement weather.

- b. Supervision of Contractor Employees.** The Contractor's employees will remain under the Contractor's direct supervision at all times. Although the FCC will coordinate directions with the scope of work of the contract, detailed instructions for Contractor employees and supervision of individual workers shall remain the responsibility of the Contractor.

19. LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES

The Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by the FCC in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space and work area space, including desks, chairs, and telephones. (Government telephones are available for official purposes only.)
- (b) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Building maintenance and utilities for facilities occupied by Contractor personnel.

20. AVAILABILITY OF FUNDS (52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

21. LIST OF ATTACHMENTS

The following attachments constitute part of this task order:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
1	Non-Disclosure Agreement	Nov. 2002	1
2	FCC FORMS:		
	a. FCC A-200, FCC Computer System Application Access Assignment Form	Jul. 2002	2
	b. FCC A-600, Contract Personnel Record	Apr. 2003	4
3	Successful Proposal		TBD
4	FCC Instruction #1479.2, Computer Security Program Directive	Oct. 2001	32

5	Contracting Officer's Technical Representative (COTR) Delegation		TBD
6	Accessibility Standards, Section 508 of The Rehabilitation Act (by reference only)		
7	FCC Policy Statement on the Prevention of Workplace Violence	Jun. 2003	1
8	FCC Instruction #1139 "Management of Non-Public Information" (to be provided to the successful offeror at time of award)	Oct. 2001	12